

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0157	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Strategic Petroleum Reserve Project SPRO U.S. Department of Energy 900 Commerce Road East US 492 New Orleans LA 70123	CODE 892435	7. ADMINISTERED BY (If other than Item 6) SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123	CODE 01601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Fluor Federal Petroleum Operations, LLC Attn: Paul Avery 850 S Clearview Pkwy New Orleans LA 701233401		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 078490442			9B. DATED (SEE ITEM 11)
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-FE0011020
			10B. DATED (SEE ITEM 13) 09/18/2013

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) see Block 14

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

UEI: KJDUB6XQDTN4


Pursuant to the authority of H.14 FY24 PEMP, Contract Number DE-FE0011020 is hereby modified to incorporate the following change:

Reference Section J, Attachment J - Performance Evaluation and Measurement Plan (PEMP): The Performance Evaluation and Measurement Plan for the period April 1, 2024, through September 30, 2024, is hereby incorporated. (See attached)

All other terms and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly M. Gele
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 06/10/2024

Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-FE0011020/0157

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NAME OF OFFEROR OR CONTRACTOR  
Fluor Federal Petroleum Operations, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for SPRO U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 04/01/2014 to 09/30/2024				



**U. S. DEPARTMENT OF ENERGY  
STRATEGIC PETROLEUM RESERVE  
PROJECT MANAGEMENT OFFICE**

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**PARTIAL FISCAL YEAR 2024**

**(APRIL 1, 2024 – SEPTEMBER 30, 2024)**

**PERFORMANCE EVALUATION AND  
MEASUREMENT PLAN**

**FOR**

**FLUOR FEDERAL PETROLEUM OPERATIONS, LLC**

**CONTRACT NO. DE-FE0011020**

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SPRPMO 0470

**PARTIAL FISCAL YEAR 2024  
(APRIL 1, 2024 – SEPTEMBER 30, 2024) PERFORMANCE  
EVALUATION AND MEASUREMENT PLAN CONTRACT NO.  
DE-FE0011020**

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**SIGNATURE PAGE**

**SUBMITTED BY:**

**DEPARTMENT OF ENERGY**

\_\_\_\_\_  
**KELLY GELE  
CONTRACTING OFFICER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PAUL S. OOSTERLING  
PROJECT MANAGER**

\_\_\_\_\_  
**DATE**

**ACCEPTED BY:**

**FLUOR FEDERAL PETROLEUM OPERATIONS, LLC**

\_\_\_\_\_  
**KATHRYN MARSHALL  
PROJECT MANAGER**

\_\_\_\_\_  
**DATE**

**APPROVED BY:**

\_\_\_\_\_  
**DOUGLAS MACINTYRE  
DEPUTY DIRECTOR  
OFFICE OF PETROLEUM RESERVES**

\_\_\_\_\_  
**DATE**

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PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
CONTRACT NO. DE-FE0011020**

**INTRODUCTION**

**Purpose:** This Performance Evaluation and Measurement Plan (PEMP) supplements and implements the total available fee provisions of Contract No. DE-FE0011020 with Fluor Federal Petroleum Operations, LLC (FFPO). This plan is for the management and operation of the Strategic Petroleum Reserve (SPR). This plan will define methodology and responsibilities associated with determining the incentive fee to be awarded to FFPO. The plan outlines the organization, procedures, and evaluation period for implementing the fee provisions of the contract. The purpose of the incentive/award fee is to motivate the contractor to exceed standards and to emphasize key areas of performance and concern without jeopardizing minimum acceptable performance in all areas.

**Incentive/Award Fee Period:** The PEMP is for the six-month performance period beginning April 1, 2024, and ending September 30, 2024.

**ORGANIZATIONAL STRUCTURE**

The organizational structure of the incentive fee process is established to ensure a fair and full evaluation of the contractor's performance. This PEMP is used in conjunction with the latest revision of SPR Project Management Office (PMO) Order 210.2, *SPRPMO Measurement Order*, and the *Quality Assurance Review*. The PEMP states the key contract objective measures, including effectiveness and efficiency measures, corresponding execution targets (and stretch targets where applicable), and the percentage of potential fee to be earned. The PEMP also includes the criteria descriptions and evaluation criteria for each of the subjective measures.

This PEMP may be changed unilaterally by the government as stipulated in the total available fee provisions of the contract. All parties involved in the incentive/award fee process, including the contractor, are encouraged to recommend changes with a view toward redirecting management emphasis, motivating performance improvements, or enhancing the fee process. Any changes to the plan will become effective consistent with the time frames outlined in the total available fee clause of the contract, or by mutual agreement of the parties. The Fee-Determining Official (FDO) approves all changes to the Plan, with the exception of administrative changes (e.g., changes in format, grammar, spelling etc.), which can be approved by the Award Fee Board (AFB) Chairperson.

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**FEE STRUCTURE**

Total available fee consists of an award fee based on objective performance measures and an award fee based on a subjective evaluation. The total available fee pool is **\$5,967,627**, to be broken down as follows: The fee pool for Facilities is **\$2,231,560** and for Life Extension 2 (LE2) is **\$3,736,067**. LE2 measures can be found within its own PEMP (document SPRPMO 0469). For each evaluation period, the government and the contractor will mutually agree upon, or in the event an agreement cannot be reached, the government will unilaterally establish: the evaluation areas, individual requirements, and the allocation of fee. The contractor's performance relative to the evaluation areas identified in the objective measures (Attachment 2), and the subjective measures based on the evaluation areas listed in Attachment 4, determines the amount of fee earned. The method for arriving at this determination is described herein. The evaluation period represented in this document is April 1, 2024, through September 30, 2024.

In addition to evaluating the contractor's achievement of the measures and the subjective evaluation areas, the government will consider the impact of any material performance deficiencies in all areas of performance, regardless of whether a weight or fee has been specifically assigned. This includes, for example, marginal or unacceptable performance of work authorization directive (WAD) requirements; or less serious, but recurring or systemic, negative events. In evaluating the impact of performance deficiencies, the government will consider the timeliness and adequacy of corrective actions as well as the overall success of the contractor in exceeding the government's expectations.

The government expects the contractor to perform all contract work in a satisfactory manner. Therefore, if the contractor's performance is considered to be at a less than satisfactory level of performance established in any area of contract performance, regardless of whether a weight or fee has been specifically assigned, the amount of otherwise earned fee may be reduced in whole or in part. In exercising this discretion, the government will consider the extent to which the unfavorable performance:

- Posed a threat to the environment, the health and safety of workers, or the public as defined by the Integrated Safety Management System as approved by the Department of Energy (DOE).

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- Contributed to the occurrence of a catastrophic event such as a fatality or serious workplace-related injury or illness, hazardous material exposure exceeding regulatory limits, loss of control over classified material, or an event that causes significant damage to the environment.
- Jeopardized attainment of overall contract requirements, including essential mission requirements such as drawdown readiness.
- Increased the cost to the government.

**AWARD FEE COMPONENTS**

The amount of fee earned will be based on an assessment of the contractor's performance through September 30, 2024, relative to the objective measures contained in Attachment 2 and a subjective fee component in Attachment 4. Unearned fees will not be rolled over to any subsequent evaluation period but shall be forfeited. The AFB will also take into consideration any special accomplishments or deficiencies that may arise through this six-month performance period. This information is received from the performance evaluators' assessment of the performance metrics set forth in the included measures and WADS. The method for determining earned fee is described below.

**EVALUATION CRITERIA**

1. **Objective Fee Criteria**

The objective measures represent outcomes DOE considers to be critical to the successful execution of the SPR mission. The objective measures are the core outcomes needed to achieve essential contract objectives. A fee is allocated to each measure. Notwithstanding the contractor's success in achieving the targets assigned to each measure, the final determination of fee will consider the extent to which material performance deficiencies (if any) occurred in any area of contract performance. When determining the amount of reduction to otherwise earned fee because of material performance deficiencies, due consideration will be given to the timeliness and adequacy of corrective actions as well as the overall success of the contractor in exceeding the government's expectations.



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The contractor will continuously monitor performance toward all objective measures in the PEMP. A monthly, informal report of performance will be provided to DOE counterparts within the first five days of the new month. The report will be broken down by measure. A formal, roll-up report of overall contractor performance will be developed and transmitted to the DOE Contracting Officer during the first ten days of each new quarter. This report will be discussed in a formal meeting with DOE and contractor management. If at any point the contractor becomes aware that they are unlikely to achieve the requirements defined for the lowest target for any objective measure due to a performance deficiency within their control, that fact and any steps taken to mitigate the performance deficiency must be formally reported to the DOE Contracting Officer within ten days of discovery of the deficiency. If the contractor becomes aware that they are unlikely to achieve the requirements defined for the lowest target for any objective measure due to a deficiency or condition outside their control, they may formally request that DOE review the circumstances and may be granted dispensation for not meeting the measure based upon DOE's review. Such requests for dispensation must be transmitted to the DOE Contracting Officer within ten days of becoming aware of the problem.

If the contractor self-identifies a deficiency or condition within its control that will likely cause the contractor to miss a performance goal and provides a list of actions taken to mitigate the issue (or a plan deemed by DOE to be likely to result in mitigation) and subsequently misses the goal for that reason, the contractor may still earn some of the fee as determined by the Award Fee Board.

If the contractor does not self-identify any deficiency or condition within its control that will likely cause the contractor to miss a performance goal and DOE subsequently identifies an issue affecting the measure, even if the contractor subsequently makes the goal, the Award Fee Board may reduce the fee earned due to lack of communication of the condition or deficiency.

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**2. Subjective Fee Criteria**

Each DOE Director may identify one or more desired outcomes to be addressed by the contractor during the PEMP cycle. Desired outcomes will become subjective measures in the PEMP. Desired outcomes may include improved performance in some narrowly defined area, development of new tools/approaches/processes that add value, or any other improvement that benefits the government. Desired outcomes will include elements as listed below:

- **Definition:** Each desired outcome will be succinctly defined as to the end product or condition and identify the period of evaluation (typically quarterly or annually).
- **Metric(s):** Each desired outcome will define the metric(s) to be used to track progress toward the desired outcome. Metrics should be trackable to the extent possible (such as counts or measurable improvements).
- **Validation Method:** Each director will identify the method to be used to validate performance. Validation activities should be formally documented using existing oversight methods and rely upon review of the contractor's self-assessment.
- **Adjectival Table (AT):** Each desired outcome will have its own AT which defines success for each specific desired outcome. The AT will have grading levels including Unsatisfactory, Satisfactory, Good, Very Good, and Excellent. Each category will define the level of performance for that category and provide a fractional fee modifier associated with the category. The fee modifier will be multiplied by the total fee allocated to the desired outcome in order to determine the final fee earned.

The contractor will continuously monitor performance toward all subjective measures in the PEMP. A monthly, informal report of performance will be provided to DOE counterparts within the first five days of the new month. The report will be broken down by measure. Quarterly, a formal, roll-up report of overall contractor performance will be developed and transmitted to the DOE Contracting Officer during the first ten days of the new quarter. This report will be discussed in a formal meeting with DOE and contractor management. If at any point the contractor becomes aware that they are unlikely to achieve the requirements defined performance below the satisfactory level defined for any subjective measure due to a performance deficiency within their control, that fact and any steps taken to mitigate the

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performance deficiency must be formally reported to the DOE Contracting Officer within ten days of discovery of the deficiency. If the contractor becomes aware that they are unlikely to achieve the requirements defined for the performance below the satisfactory level defined for any subjective measure due to a deficiency or condition outside their control, they may formally request that DOE review the circumstances and may be granted dispensation for not meeting the measure based upon DOE's review. Such requests for dispensation must be transmitted to the DOE Contracting Officer within ten days of becoming aware of the problem.

Desired Outcomes (Subjective Measures) can be found in Attachment 4 below.

**ROLES AND RESPONSIBILITIES**

- a. **Fee-Determining Official**. The FDO is the Deputy Assistant Secretary for the Office of Petroleum Reserves. The primary responsibilities of the FDO are to:
- Approve the PEMP and any significant changes.
  - Approve the amount of fee earned and payable for each evaluation period.
  - Notify the contractor of the amount of total fee earned during the evaluation period. This notification will identify specific areas of strengths and performance deficiencies.
- b. **Award Fee Board**. The AFB membership is set forth in Attachment 1. The primary responsibilities of the AFB are to:
- Prepare and submit the PEMP, including any significant changes, for the approval of the FDO.
  - Submit an AFB report to the FDO covering its findings regarding performance and recommendations for the determination of earned fee.

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**c. Performance Evaluators.**

- Monitor and evaluate the contractor's performance.
- Conduct monthly counterpart meetings with the contractor to provide feedback on performance.
- Develop quarterly reports of contractor performance in conjunction with the Performance Management Coordinator to be submitted to the AFB.
- Submit reports to the AFB covering the evaluation of the contractor's performance.
- Recommend, as appropriate, changes to this plan.

**d. Performance Management Coordinator.**

- Develops the PEMP with consultation from the AFB and the Contracting Officer.
- Prepares a letter for the FDO for notification to the contractor of the amount of fee that has been earned for an evaluation period.
- Coordinates Reviews of proposed performance measures and performance evaluation information in conjunction with DOE Legal and DOE Contracts.
- Prepares the agenda and manages the quarterly AFB meetings.

**e. Contracting Officer.**

- Assures appropriate coordination of performance expectations and evaluation criteria with Headquarters and policy organizations.
- Submits the PEMP to Headquarters Office of Acquisition Management for approval.
- Negotiates award fee amounts.
- Forwards the approved PEMP or evaluation criteria to the contractor through a contract modification.

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- Provides technical direction to the contractor.
- Participates in quarterly AFB meetings.

**AWARD FEE PROCESS**

Performance reviews will be conducted on a schedule as defined in the latest revision of SPRPMO O 210.2, *SPRPMO Performance Measurement Order*. Formal feedback of strengths and weaknesses will be documented and provided on a quarterly basis by the performance evaluators while a formal fee evaluation and determination by the AFB will be completed at the end of the evaluation cycle and recommended to the FDO.

The evaluation cycle consists of a yearlong evaluation period or may provide for multi-year incentive. During the evaluation period, DOE and FFPO counterparts will meet monthly to discuss performance and review the contractor's self-assessment reports. The AFB will meet with the contractor quarterly to address the contractor's progress, any changes in goals and priorities, any serious problems or issues requiring resolution, and the results of the contractor's self-assessment process. The AFB, including the Contracting Officer and Performance Evaluation Coordinator, will attend these meetings. Performance evaluators are also invited to attend. The Executive Secretary to the AFB will provide a schedule for these quarterly progress meetings.

The contractor will perform at the satisfactory level in all areas of performance regardless of whether a measure or fee has been assigned. If the contractor's performance is determined to be less than the minimum level of performance, earned fee may be reduced consistent with "Conditional Payment of Fee, Profit and Other Incentives – Facility Management Contract's clause (DEAR 970.5215-3)."

In applying these standards, the government will consider any mitigating factors presented by the contractor. Such factors must have directly and materially affected the contractor's ability to achieve the specified standard and must be beyond the control and responsibility of the contractor.

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The contractor's performance, as a whole, for all evaluation periods will be a factor in considering the exercise of any contract option.

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<b>Key Contract Objectives</b>	<b>Fee Percentage</b>	<b>Fee Allocation</b>
<b>Objective Performance Pool</b>	75%	\$1,673,670
<b>Subjective Performance Pool</b>	25%	\$557,890
<b>Subtotal</b>	<b>100%</b>	<b>\$2,231,560</b>

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**ATTACHMENT 1**

**AWARD FEE BOARD MEMBERSHIP**

Chairperson: Project Manager  
Strategic Petroleum Reserve

Members: SPR Program Office Representative

Assistant Project Manager\*  
Management and Administration

Assistant Project Manager  
Maintenance and Operations

Assistant Project Manager  
Systems and Projects

Assistant Project Manager  
Technical Assurance

Ex-officio Member: Director Acquisition and Sales Division

Executive Secretary: Performance Management Coordinator

General Attorney: Office of Chief Counsel  
Serves in an Advisory capacity to the AFB

\* REPRESENTS THE CHIEF FINANCIAL OFFICER



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**ATTACHMENT 2**

**OBJECTIVE FEE EVALUATION AREAS  
PERFORMANCE MEASURES**

For any completed measure that is validated to have fallen between the Target and Stretch Target range, the fee percentage will be subject to linear interpolation in calculating the fee. If a fee calculation cannot be reached using linear interpolation, then the calculation will be made by the Award Fee Board, with approval of the Chairperson.

<b>Key Contract Objectives</b>	<b>Effectiveness and Efficiency Measures</b>	<b>Execution Targets</b>	<b>Fee Percentage</b>	<b>Fee Allocation</b>
<p><b>90-Day Drawdown Rate</b></p> <p>Ensure the SPR’s capability to respond to an energy emergency consistent with the established Drawdown criteria.</p>	<p>90-day Drawdown rate in barrels per day (six-month average)</p>	<p><b>Target:</b></p> <p>1.24 MMBD</p>	<p><b>Target:</b></p> <p>10% (Note: This carry-over value was automatically uploaded on to this form.)</p>	<p><b>Target:</b></p> <p>\$223,156</p>
<p><b>Maintenance Performance Appraisal Rating (MPAR)</b></p> <p>Maintain SPR facilities and systems at a level adequate to meet program requirements.</p>	<p>Calculated MPAR score</p>	<p><b>Stretch Target:</b></p> <p>≥ 98-point six-month performance period average SPR-wide and ≥ 95-point six-month performance period average at each SPR site</p>	<p><b>Stretch Target:</b></p> <p>10%</p>	<p><b>Stretch Target:</b></p> <p>\$223,156</p>

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<b>Key Contract Objectives</b>	<b>Effectiveness and Efficiency Measures</b>	<b>Execution Targets</b>	<b>Fee Percentage</b>	<b>Fee Allocation</b>
<b>Maintenance Performance Appraisal Rating (MPAR) (Continued)</b>		<b>Target:</b>  ≥ 95 point six-month performance period average SPR-wide and ≥ 94 point six-month performance period average at each SPR site	<b>Target:</b>  8%	<b>Target:</b>  \$178,525
<b>Cavern Workovers</b>  Ensure compliance with regulations regarding Cavern and Brine Disposal Wells.	Execute workovers (excluding cavern remediations) per the workover schedule and budget.	<b>Stretch Target:</b>  Completion of 4 diagnostic workovers	<b>Stretch Target:</b>  13%	<b>Stretch Target:</b>  \$290,103
		<b>Target:</b>  Completion of 3 diagnostic workovers	<b>Target:</b>  11%	<b>Target:</b>  \$245,472

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<b>Key Contract Objectives</b>	<b>Effectiveness and Efficiency Measures</b>	<b>Execution Targets</b>	<b>Fee Percentage</b>	<b>Fee Allocation</b>
<p style="text-align: center;"><b>Reliability Availability Maintainability (RAM)</b></p> <p>Provide adequate assurance of the availability and reliability of system components necessary to carry out the SPR mission.</p>	<p>Calculated percentage of site availability to be validated by quarterly equipment exercise and required performance of drawn-down critical equipment to support full rate Drawdown.</p>	<p><b>Stretch Target:</b></p> <p>≥ 95 percent for each site each quarter.</p>	<p><b>Stretch Target:</b></p> <p>4%</p>	<p><b>Stretch Target:</b></p> <p>\$89,262</p>
		<p><b>Target:</b></p> <p>≥ 95 percent for SPR-wide average each quarter calculated of all four sites.</p>	<p><b>Target:</b></p> <p>2%</p>	<p><b>Target:</b></p> <p>\$44,631</p>
<p><b>Annual Operating Plan (AOP)</b></p>	<p>Executes six-month performance period AOP total labor at or below obligated amount for the six-month performance period approved AOP Note: Consideration will be given to anomalies that occur during the six-month performance period that may impact this measure.</p>	<p><b>Stretch Target:</b></p> <p>0% to 4.00%</p>	<p><b>Stretch Target:</b></p> <p>4%</p>	<p><b>Stretch Target:</b></p> <p>\$89,262</p>
		<p><b>Target:</b></p> <p>4.01% to 4.50%</p>	<p><b>Target:</b></p> <p>2%</p>	<p><b>Target:</b></p> <p>\$44,631</p>
		<p><b>Lower Target:</b></p> <p>4.51% to 5.00%</p>	<p><b>Lower Target:</b></p> <p>1%</p>	<p><b>Lower Target:</b></p> <p>\$22,316</p>

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<b>Key Contract Objectives</b>	<b>Effectiveness and Efficiency Measures</b>	<b>Execution Targets</b>	<b>Fee Percentage</b>	<b>Fee Allocation</b>
<p><b>Master Project Milestone Schedule</b></p> <p>Ensure effective mission execution through management and control of project milestones.</p>	<p>Percentage of six-month performance period Level 1, 2, and 3 milestones for which FFPO is responsible (excluding milestones associated with the Program Cyber Security Plan (PCSP) Implementation) that are completed in compliance with established Control Milestone Change Requests (CMCRs).</p>	<p><b>Stretch Target:</b> Complete all Level 1 and 2 milestones by the scheduled date. Complete at least 95% of all Level 3 milestones by the end of the six-month performance period and at least 93% within 30 days of scheduled date.</p>	<p><b>Stretch Target:</b> 6%</p>	<p><b>Stretch Target:</b> \$133,894</p>
		<p><b>Target:</b> Complete all Level 1 and 2 milestones by the scheduled date. Complete at least 90% of all Level 3 milestones by the end of the six-month performance period and at least 85% within 30 days of scheduled date.</p>	<p><b>Target:</b> 3.0%</p>	<p><b>Target:</b> \$66,947</p>
<p><b>Ensure effective delivery and receipt of External Crude Oil Movements</b></p>	<p>Successfully deliver and receive external crude oil in a safe and environmentally compliant manner to/from customers that were awarded contracts under Congressionally mandated and authorized oil sales, Emergency Exchanges, presidentially authorized Emergency Drawdowns and Fill Program.</p>	<p><b>Target:</b> Per approved oil delivery/receipt schedule and oil contract requirements.</p>	<p><b>Target:</b> 10%</p>	<p><b>Target:</b> \$223,156</p>

**PARTIAL FISCAL YEAR 2024  
(APRIL 1, 2024 – SEPTEMBER 30, 2024)  
PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
CONTRACT NO. DE-FE0011020**

<b>Key Contract Objectives</b>	<b>Effectiveness and Efficiency Measures</b>	<b>Execution Targets</b>	<b>Fee Percentage</b>	<b>Fee Allocation</b>
<b>Major Maintenance Cost Performance</b>	Maintain cost growth of awarded contract value within the allowable contingency (7% for construction). This measure will consider all completed projects during the six-month performance period.	<b>Stretch Target:</b>  More than 90% within contingency (excluding scope change)	<b>Stretch Target:</b>  3%	<b>Stretch Target:</b>  \$66,947
		<b>Target:</b>  More than 75% within contingency (excluding scope change)	<b>Target:</b>  1.50%	<b>Target:</b>  \$33,473
<b>Major Maintenance Accuracy of Government Estimates (GE) vs. Award Value</b>	The cumulative value of Contract Awards for Major Maintenance projects awarded during the six-month performance period, excluding delivery orders or projects with extenuating circumstances, are maintained within the allowable targets.	<b>Stretch Target:</b>  +/- 20% GE vs. Award	<b>Stretch Target:</b>  3%	<b>Stretch Target:</b>  \$66,947
		<b>Target:</b>  +/- 25% GE vs. Award	<b>Target:</b>  1.5%	<b>Target:</b>  \$33,473

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 PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
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<b>Key Contract Objectives</b>	<b>Effectiveness and Efficiency Measures</b>	<b>Execution Targets</b>	<b>Fee Percentage</b>	<b>Fee Allocation</b>
<b>Reportable Spills</b>	Reportable releases to the environment, as defined by Federal and state regulatory agencies (this does not include any Reportable Releases that would correspond to the "Severe" or "Catastrophic" consequences as defined by the SPR Risk Coding Matrix, FFPO Document #AAA9020.1057, dated 08/2017).	<b>Stretch Target:</b>  2 reportable releases	<b>Stretch Target:</b>  5%	<b>Stretch Target:</b>  \$111,578
		<b>Target:</b>  3 reportable releases	<b>Target:</b>  2.5%	<b>Target:</b>  \$55,789

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PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
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<b>Key Contract Objectives</b>	<b>Effectiveness and Efficiency Measures</b>	<b>Execution Targets</b>	<b>Fee Percentage</b>	<b>Fee Allocation</b>
<b>Internal Audit - Audit Plan</b>	Percentage of audits completed in the six-month performance period FFPO IA Audit Plan, including all scheduled audits within the FY 2024 Audit Plan and including any audits added or substituted as needed.	<b>Stretch Target:</b>  90% of audits completed in the six-month performance period FFPO IA Audit Plan	<b>Stretch Target:</b>  4%	<b>Stretch Target:</b>  \$89,262
		<b>Target:</b>  85% of audits completed in the six-month performance period FFPO IA Audit Plan	<b>Target:</b>  2%	<b>Target:</b>  \$44,631
<b>Emergency Management</b>	Ensure that Emergency Response Team (ERT) members, 20 per site are qualified and active as defined (per ASL5500.25 and AAA9004.1).	<b>Target:</b>  Maintain at least 20 ERT members per site	<b>Target:</b>  3%	<b>Target:</b>  \$66,947

**PARTIAL FISCAL YEAR 2024  
(APRIL 1, 2024 – SEPTEMBER 30, 2024)  
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**ATTACHMENT 3**

**SUBJECTIVE MEASURE GRADING TABLE  
(FAR 16.401)**

<b>AWARD-FEE ADJECTIVAL RATING</b>	<b>AWARD-FEE POOL AVAILABLE TO BE EARNED</b>	<b>DESCRIPTION</b>
Excellent	91%- 100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Very Good	76%-90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Good	51%-75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Satisfactory	No Greater Than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.



**PARTIAL FISCAL YEAR 2024  
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PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
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**ATTACHMENT 4  
SUBJECTIVE FEE EVALUATION AREAS**

Subjective fee will be determined by DOE by reviewing the monthly and quarterly contractor self-assessment reports, monitoring the metrics, and applying the validation techniques to arrive at a score for each subjective measure. The score will be categorized according to the adjectival table for each measure and the corresponding fee modifier will be applied. Gradings will be as follows:

- EXCELLENT
- VERY GOOD
- GOOD
- SATISFACTORY
- UNSATISFACTORY

Criteria Description	Evaluation Criteria
<p><b><u>TECHNICAL ASSURANCE (10.9%)</u></b></p> <p><b><u>Quality &amp; Performance Assurance Division</u></b></p> <p><b><u>QPAD 2024-1 Trending Analysis: (3.8%) – \$84,799</u></b></p> <p>Develop Quality trending analyses that inform work planning, allocation of resources, and process improvement initiatives. Demonstrate use of these to improve technical performance, cost reduction, safety improvement, or schedule improvement.</p> <p>Metric: Implementation of analyses that direct management’s steps in conducting work planning, resource allocation, or process improvements and can be tied to improved technical performance, reduced costs, improved safety or improved schedule. DOE will review FFPO Quarterly Self Assessments for evidence that trending analyses are being developed and having the desire affect.</p>	<p>Validation: DOE will review FFPO Quarterly Self Assessments for evidence that trending analyses are being developed and having the desired effect. DOE will review demonstrations and other evidence supporting self-assessments to validate progress.</p> <p>Adjectival Table (Annual):</p> <ul style="list-style-type: none"> <li>• <u>Unsatisfactory: No new trending analyses. Fee Modifier 0.0)</u></li> <li>• <u>Satisfactory: Any number of analyses that do not result in documentable improvements. (Fee Modifier 0.3)</u></li> <li>• <u>Good: One analysis that results in at least one documentable improvement in at least one *identified area. (Fee Modifier 0.5)</u></li> <li>• <u>Very Good: Two analyses that result in at least one documentable improvement in at least one of the *identified areas (Fee Modifier 0.8)</u></li> <li>• <u>Excellent: Two or more analyses where each one results in documentable improvements in at least two of the *identified areas. (Fee Modifier 1.0)</u></li> </ul> <p><i>*Identified areas include improved technical performance, reduced costs, improved safety, or improved schedule.</i></p>

**PARTIAL FISCAL YEAR 2024  
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PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
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Criteria Description	Evaluation Criteria (Includes but Not Limited To)
<p><b><u>Environmental Safety &amp; Health Division</u></b></p> <p><b><u>ESHD 2024-1 Training Program</u></b>  <b>Effectiveness: (3.2%) – \$71,410</b></p> <p>Analyze incidents, accidents, and near misses for lack of knowledge, skills, and training necessary to perform tasks. Where training is not a causal factor, include supporting documentation of the analysis of the training. Ensure training programs for similar tasks are uniform and effective SPR wide. Demonstrate use of these analyses to enhance safety improvement opportunities, technical performance, and compliance</p> <p>Enhancements may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Newly defined training (including Toolbox Topics, technical on-the-job training plans, required reading, and other structured training plans) for employees to eliminate recurrence of similar incidents.</li> <li>• Developing improved training, which is more structured, has clearer language, removes incorrect procedures, or captures missing components to previous training.</li> <li>• Identifying areas which training is insufficient for employees and developing further training to meet these needs.</li> <li>• Involving management/supervision to attend trainings for personnel they are overseeing, which they are not trained to the same level as their craft personnel.</li> <li>• Implementing new ways to verify employee Knowledge, Skills, and Abilities (KSAs) after training and during their course of employment, both managerial and craft employees.</li> </ul> <p>(continued on the next page)</p>	<p>Validation: DOE will review FFPO incident reports, weekly SH reports, ATS findings, Organizational Assessments, and self-assessments for evidence that training gaps are being identified and addressed in an appropriate manner. DOE will review revised training plans, APM sections, and other media to establish where FFPO identifies increased developments to safety improvement opportunities, technical performance, and compliance. DOE will ensure that processes and procedures are enforced in the field by supervisors. DOE will also ensure changes from previous incidents and lessons learned are appropriately applied to future training. DOE will utilize routine surveillance reports and oversight documentation to document discrepancies in contractor and subcontractor lack of knowledge, skills, and training necessary to perform task.</p> <p>Adjectival Table:</p> <ul style="list-style-type: none"> <li>• <u>Unsatisfactory</u>: No training enhancements that result in increased developments to safety improvement opportunities, technical performance, and compliance. <b>(Fee Modifier 0.0)</b></li> <li>• <u>Satisfactory</u>: One training enhancement that results in in increased developments to safety improvement opportunities, technical performance, and compliance. <b>(Fee Modifier 0.3)</b></li> <li>• <u>Good</u>: Two training enhancements that result in increased developments to safety improvement opportunities, technical performance, and compliance. <b>(Fee Modifier 0.5)</b></li> <li>• <u>Very Good</u>: Three training enhancements that result in increased developments to safety improvement opportunities, technical performance, and compliance. <b>(Fee Modifier 0.8)</b></li> <li>• <u>Excellent</u>: Four or more training enhancements that result in increased developments to safety improvement opportunities, technical performance, and compliance. <b>(Fee Modifier 1.0)</b></li> </ul>

**PARTIAL FISCAL YEAR 2024  
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PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
CONTRACT NO. DE-FE0011020**

<b>Criteria Description</b>	<b>Evaluation Criteria (Includes but Not Limited To)</b>
<p><b><u>Environmental Safety &amp; Health Division: (Cont'd)</u></b></p> <p>Metric: Implementation of training programs which ensure that all personnel possess the experience, knowledge, skills, and abilities necessary to discharge their safety and health responsibilities (ISM Guiding Principle 3).</p>	
<p><b><u>Security and Emergency Operations Division:</u></b></p> <p><b><u>Emergency Management:</u></b></p> <p><b><u>SEOD 2024-1 Preparedness Readiness Exercise Program (PREP): (0.7%) – \$15,621</u></b></p> <p>Develop an oil spill response exercise program consistent with the requirements of the Oil Pollution Act of 1990 (OPA 90) and the requirements of DOE O 151.1D, <i>Comprehensive Emergency Management</i>. Demonstrate the ability to meet submission timeline requirements of the Exercise Plans (EXPLANs) and After-Action Reports (AARs) while conducting four announced and four unannounced exercises per calendar year. Demonstrate that lessons learned in the exercises are implemented to validate improvements.</p> <p>Metric: Number of instances where a submission date was missed or lack of supporting documentation for an EXPLAN or evaluation grade and if the contractor fails to provide and document training to address noted deficiencies in the PREP AAR from the previous year.</p> <p>(Continued on the next page)</p>	<p>Validation: DOE will review and approve EXPLANs and AARs for submission timeliness and overall quality of the submitted exercise documents. DOE will validate contractor submitted evidence supporting exercise evaluation grades. DOE will attend exercises to validate lessons are incorporated into AARs and that technical proficiency is demonstrated. This will be documented through DOE written response to AARs and review and approval of EXPLANs.</p> <p>Adjectival Table:</p> <ul style="list-style-type: none"> <li>• <b><u>Unsatisfactory:</u></b> Four or more instances where a submission date was missed due to untimely submission or a lack of supporting documentation for an exercise plan or evaluation grade. In addition, if the contractor fails to provide and document training to address noted deficiencies in the PREP AAR from the previous year. <b>(Fee Modifier 0.0)</b></li> <li>• <b><u>Satisfactory:</u></b> Three instances where a submission date was missed due to untimely submission or a lack of supporting documentation for an exercise plan or evaluation grade. In addition, if the contractor fails to provide and document training to address noted deficiencies in the PREP AAR from the previous year fee modifier will be reduced from 0.3 to 0.2. <b>(Fee Modifier 0.3/0.2)</b></li> <li>• <b><u>Good:</u></b> Two instances where a submission date was missed due to untimely submission or a lack of supporting documentation for an exercise plan or evaluation grade. In addition, if the contractor fails to provide and document training to address noted deficiencies in the PREP AAR from the previous year the fee modifier will be reduced from 0.5 to 0.4. <b>(Fee Modifier 0.5/0.4)</b></li> </ul>

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PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
CONTRACT NO. DE-FE0011020**

<b>Criteria Description</b>	<b>Evaluation Criteria (Includes but Not Limited To)</b>
<p><b><u>Emergency Management: (Cont'd)</u></b></p>	<ul style="list-style-type: none"> <li>• <u>Very Good</u>: One instances where a submission date was missed due to untimely submission or a lack of supporting documentation for an exercise plan or evaluation grade. In addition, if the contractor fails to provide and document training to address noted deficiencies in the PREP AAR from the previous year the fee modifier will be reduced from 0.8 to 0.7. <b>(Fee Modifier 0.8/0.7)</b></li> <li>• <u>Excellent</u>: No instances where a submission date was missed due to untimely submission or a lack of supporting documentation for an exercise plan or evaluation grade. In addition, if the contractor fails to provide and document training to address noted deficiencies in the PREP AAR from the previous year the fee modifier will be reduced from 1.0 to 0.9. <b>(Fee Modifier 1.0./0.9)</b></li> </ul>
<p><b><u>Security</u></b></p> <p><b><u>SEOD 2024-2 Security Self-Assessments: (3.2%) – \$71,410</u></b> Improve the quality of FFPO Security Self-Assessments (Site Security Self-Assessments, Canine Program Self-Assessment, and Weapons Qualification Range Self-Assessment) to ensure a higher degree of confidence in programmatic activities and order compliance by adhering to and documenting good assessment practice to include:</p> <ul style="list-style-type: none"> <li>• Ensure that assessment activities (data call, records review, interviews, performance monitoring, performance testing, etc.) are adequate to assess programs and are properly documented in assessment reports.</li> <li>• Ensure that sufficient evidence to support the program and topical area ratings are collected and documented in assessment reports.</li> <li>• Ensure assessment reports are well written and accurate.</li> </ul> <p>Metric: Required elements defined above are adequate and documented in assessment reports.</p>	<p>Validation: DOE will review M&amp;O contractor security self-assessments for evidence that thorough analysis is being conducted and process improvements are developed that achieve the desired outcome(s). DOE will review contractor self-assessments, utilize follow-on site security surveys, or conduct focused special assessments to validate contractor self-assessments.</p> <p>Adjectival Table:</p> <ul style="list-style-type: none"> <li>• <u>Unsatisfactory</u>: Four or more documented gaps in confidence due to deviations from good assessment practice (inadequate/undocumented assessment activities, unsupported topical ratings, poorly written, etc.) <b>(Fee Modifier 0.0)</b></li> <li>• <u>Satisfactory</u>: Three documented gaps in confidence due to deviations from good assessment practice (inadequate/undocumented assessment activities, unsupported topical ratings, poorly written, etc.) <b>(Fee Modifier 0.20)</b></li> <li>• <u>Good</u>: Two documented gaps in confidence due to deviations from good assessment practice (inadequate/undocumented assessment activities, unsupported topical ratings, poorly written, etc.) <b>(Fee Modifier 0.30)</b></li> <li>• <u>Very Good</u>: One documented gap in confidence due to deviations from good assessment practice (inadequate/undocumented assessment activities, unsupported topical ratings, poorly written, etc.) <b>(Fee Modifier 0.50)</b></li> </ul>

**PARTIAL FISCAL YEAR 2024  
(APRIL 1, 2024 – SEPTEMBER 30, 2024)  
PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
CONTRACT NO. DE-FE0011020**

<b>Criteria Description</b>	<b>Evaluation Criteria (Includes but Not Limited To)</b>
<p><b><u>Security: (Cont'd)</u></b></p>	<ul style="list-style-type: none"> <li>• <b><u>Excellent:</u></b> No documented gap in confidence due to deviations from good assessment practice (inadequate/undocumented assessment activities, unsupported topical ratings, poorly written, etc.) <b>(Fee Modifier 1.0)</b></li> </ul>
<p><b><u>MAINTENANCE &amp; OPERATIONS: (7.4%)</u></b></p> <p><b><u>Site Operations &amp; Maintenance Division (SOMD):</u></b></p> <p><b><u>SOMD 2024-1 Site Management and Preservation: (4.7%) – \$104,883</u></b> Contractor to develop plans focusing on maintaining acceptable levels of grounds maintenance and corrosion control. Ground’s maintenance will be evaluated according to security and personnel safety needs. Corrosion control will be evaluated to ensure items needing attention are identified and addressed before equipment/system integrity is compromised.</p> <p>This measure is needed to ensure grounds maintenance is addressed before becoming non-compliant with security requirements while also keeping safety risks to personnel to a minimum. The corrosion control portion is needed to ensure maintenance is addressing corrosion items before they evolve from aesthetic issues to actual degradation needing replacement before the end of the equipment/system’s useful life.</p> <p>(Continued on the next page)</p>	<p>Validation: DOE Site Engineers will inspect schedules to ensure work has been completed and site is maintaining acceptable levels of grounds maintenance and corrosion control. Validation will be documented using Observation Reports or on the OMP SharePoint site.</p> <p>Adjectival Table:</p> <ul style="list-style-type: none"> <li>• <b><u>Unsatisfactory:</u></b> No plans developed. <b>(Fee Modifier 0.0)</b></li> <li>• <b><u>Satisfactory:</u></b> Plans developed but weekly schedules not provided to DOE, at least 50% of schedule completed during period (each site). <b>(Fee Modifier 0.3)</b></li> <li>• <b><u>Good:</u></b> Plans developed, weekly schedules provided to DOE, at least 65% of schedule completed during period (each site). <b>(Fee Modifier 0.5)</b></li> <li>• <b><u>Very Good:</u></b> Plans developed, weekly schedules provided to DOE, 80% of schedule completed during period (each site). <b>(Fee Modifier 0.8)</b></li> <li>• <b><u>Excellent:</u></b> Plans developed, weekly schedules provided to DOE, 95% of schedule completed during period (each site). <b>(Fee Modifier 1.0)</b></li> </ul>

**PARTIAL FISCAL YEAR 2024  
(APRIL 1, 2024 – SEPTEMBER 30, 2024)  
PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
CONTRACT NO. DE-FE0011020**

Criteria Description	Evaluation Criteria (Includes but Not Limited To)
<p><b><u>Site Operations &amp; Maintenance Division (SOMD): (Cont'd)</u></b></p> <p>Metric: Each site to develop and execute plans to address grounds maintenance and corrosion control. The contractor shall provide a weekly schedule of work to be performed to each DOE Senior Site Representative.</p>	
<p><b><u>Crude Oil, Drawdown Readiness, &amp; Cavern Integrity (CODDRCI):</u></b></p> <p><b><u>CODDRCI 2024-1 Cavern Library and SharePoint Database: (2.7%) – \$60,252</u></b></p> <p>Maintain an accurate and accessible Cavern Integrity Library Well Database. The electronic database shall contain all appropriate and accurate information in an organized and timely manner where documents are retrievable within 10 working days (2-weeks) of the delivery date for each report.</p> <p>Metric: Below are the documents to be reviewed which are found within the Cavern Library SharePoint Website:</p> <ul style="list-style-type: none"> <li>• Workover Management Plans</li> <li>• Workover Performance Charts</li> <li>• Workover Completion Reports</li> <li>• Sonar Surveys</li> <li>• Mechanical Integrity Tests</li> <li>• Cavern Engineer’s Daily Reports</li> <li>• Site Weekly Reports</li> <li>• Daily Rig Reports</li> <li>• Bi-Monthly SPR Inventory Reports</li> <li>• Monthly Cavern Capacity Reports</li> </ul> <p>Metric: DOE Cavern Integrity will review FFPO’s Cavern SharePoint Library on a quarterly basis for evidence that all the metrics are being saved, updated, or uploaded within the FFPO Cavern Library website.</p>	<p>Validation: DOE will review the minimum cavern reports (i.e., metrics) or other miscellaneous reports to confirm improvements are being made each fiscal year. The review will be verified by the known reports generated each quarter and calculating the percentage of documents found to be satisfactory of performance. Below are the ratings for the calculated percentages of the documents retrievable from the Cavern Library.</p> <p>Adjectival Table:</p> <ul style="list-style-type: none"> <li>• <b><u>Unsatisfactory:</u></b> Less than 50% of the reports have been uploaded to the Cavern Library Database. <b>(Fee Modifier 0.0)</b></li> <li>• <b><u>Satisfactory:</u></b> Greater than or equal to 50% and less than 75% of reports have been uploaded to the Cavern Library Database. <b>(Fee Modifier 0.3)</b></li> <li>• <b><u>Good:</u></b> Greater than or equal to 75% and less than 90% of reports have been uploaded to the Cavern Library Database. <b>(Fee Modifier 0.5)</b></li> <li>• <b><u>Very Good:</u></b> Greater than or equal to 90% and less than 95% of reports have been uploaded to the Cavern Library Database. <b>(Fee Modifier 0.8)</b></li> <li>• <b><u>Excellent:</u></b> Greater than or equal to 95% of reports have been uploaded to the Cavern Library Database. <b>(Fee Modifier 1.0)</b></li> </ul>



**PARTIAL FISCAL YEAR 2024  
(APRIL 1, 2024 – SEPTEMBER 30, 2024)  
PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
CONTRACT NO. DE-FE0011020**

<b>Criteria Description</b>	<b>Evaluation Criteria (Includes but Not Limited To)</b>
<p><b><u>CONTRACTS: (6.7%)</u></b></p> <p><b><u>A&amp;SD 2024-1, Procurement: (6.7%) – \$149,515</u></b></p> <p>Ensure procurement is in full compliance with approved purchasing procedures, statutes, regulations, or contract terms and condition.</p> <p>Compliance is measured by the following standards:</p> <ul style="list-style-type: none"> <li>• Acquisition of quality products and services at fair and reasonable prices using techniques identified within FAR 15.404-1.</li> <li>• Use of capable and reliable subcontractors.</li> <li>• Minimization of acquisition lead-time and administrative costs of purchasing as calculated by the FY 2024 BSCSA.</li> <li>• Use of competitive techniques as identified within FAR 6.102 as calculated by the FY 2024 BSCSA.</li> <li>• Reduction of performance risks associated with subcontractors, and facilitation of quality relationships which can include techniques such as partnering agreements, ombudsmen, and alternative dispute procedures.</li> <li>• Use of self-assessment and benchmarking techniques to support continuous improvement in purchasing provided monthly to the cognizant DOE official.</li> <li>• Maintenance of professional and ethical standards.</li> <li>• Audits of file documentation appropriate to the value of the purchase and which is adequate to establish the propriety of the transaction and the price paid.</li> <li>• Maximization of opportunities for small business, HUBZone small business, small, disadvantaged business, and woman-owned small business concerns to participate in contract performance.</li> </ul> <p>(Continued on the next page)</p>	<p>Validation: DOE CO will document findings of each significant weakness of standards within Management Appraisals, consent packages, monthly reviews, or during quarterly reviews.</p> <p>A significant weakness is defined as:</p> <ul style="list-style-type: none"> <li>• one or more of the applicable standards are not met</li> <li>• there are no compensating factors to reduce the impact on effectiveness, and</li> <li>• resulting deficiencies seriously degrade effectiveness.</li> </ul> <p>Adjectival Table:</p> <ul style="list-style-type: none"> <li>• <u>Unsatisfactory</u>: A rating of 64% or lower. <b>(Fee Modifier 0.0)</b></li> <li>• <u>Satisfactory</u>: A rating of 65%-74%. <b>(Fee Modifier 0.01 to 0.50)</b></li> <li>• <u>Good</u>: A rating of 75%-84%. <b>(Fee Modifier 0.51 to 0.75)</b></li> <li>• <u>Very Good</u>: A rating of 85%-94%. <b>(Fee Modifier 0.76 to 0.90)</b></li> <li>• <u>Excellent</u>: A rating of 95% or greater. <b>(Fee Modifier 0.91 to 1.00)</b></li> </ul>

**PARTIAL FISCAL YEAR 2024  
(OCTOBER 1, 2024 – JUNE 30, 2024) PERFORMANCE  
EVALUATION AND MEASUREMENT PLAN CONTRACT NO.  
DE-FE0011020**

<b>Criteria Description</b>	<b>Evaluation Criteria (Includes but Not Limited To)</b>
<p><b><u>CONTRACTS</u></b> (Cont'd)</p> <p>Metric Quarterly reviews indicate Purchasing System trending, and the final Adjectival rating shall be based upon the cumulative six-month performance period metrics of standards averaged.</p>	





**U. S. DEPARTMENT OF ENERGY  
STRATEGIC PETROLEUM RESERVE  
PROJECT MANAGEMENT OFFICE**

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**PARTIAL FISCAL YEAR 2024  
(APRIL 1, 2024 – SEPTEMBER 30, 2024)**

**LIFE EXTENSION 2  
PERFORMANCE EVALUATION AND  
MEASUREMENT PLAN**

**FOR**

**FLUOR FEDERAL PETROLEUM OPERATIONS, LLC**

**CONTRACT NO. DE-FE0011020**

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**PARTIAL FISCAL YEAR 2024  
(APRIL 1, 2024 – SEPTEMBER 30, 2024)  
LIFE EXTENSION 2  
PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
CONTRACT NO. DE-FE0011020**

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**SIGNATURE PAGE**

**SUBMITTED BY:**

**DEPARTMENT OF ENERGY**

\_\_\_\_\_  
**KELLY GELE  
CONTRACTING OFFICER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PAUL S. OOSTERLING  
PROJECT MANAGER**

\_\_\_\_\_  
**DATE**

**ACCEPTED BY:**

**FLUOR FEDERAL PETROLEUM OPERATIONS, LLC**

\_\_\_\_\_  
**KATHRYN MARSHALL  
PROJECT MANAGER**

\_\_\_\_\_  
**DATE**

**APPROVED BY:**

\_\_\_\_\_  
**DOUGLAS MACINTYRE  
DEPUTY DIRECTOR  
OFFICE OF PETROLEUM RESERVES**

\_\_\_\_\_  
**DATE**

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LIFE EXTENSION 2  
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**INTRODUCTION**

**Purpose:** This Performance Evaluation and Measurement Plan (PEMP) supplements and implements the total available fee provisions of Contract No. DE-FE0011020 with Fluor Federal Petroleum Operations, LLC (FFPO). This plan is for the management and operation of the Strategic Petroleum Reserve (SPR) Life Extension II Program. This plan will define methodology and responsibilities associated with determining the incentive fee to be awarded to FFPO. The plan outlines the organization, procedures, and evaluation period for implementing the fee provisions of the contract. The purpose of the incentive/award fee is to motivate the contractor to exceed standards and to emphasize key areas of performance and concern without jeopardizing minimum acceptable performance in all areas.

**Incentive/Award-fee Period:** The PEMP is for the performance period beginning April 1, 2024 and ending September 30, 2024.

**ORGANIZATIONAL STRUCTURE**

The organizational structure of the incentive fee process is established to ensure a fair and full evaluation of the contractor's performance. This PEMP is used in conjunction with the latest revision of SPR Project Management Office (PMO) Order 210.2, *SPRPMO Measurement Order* and the *Quality Assurance Review*. The PEMP shall include the key contract objective measures, with their effectiveness and efficiency measures, their corresponding execution target (and in most cases their stretch targets as well), and percentage of the fee potential to be earned. The PEMP also will include the criteria description and evaluation criteria of each of the subjective measures.

This PEMP may be changed unilaterally by the government as stipulated in the total available fee provisions of the contract. All parties involved in the incentive/award fee process, including the contractor, are encouraged to recommend changes with a view toward redirecting management emphasis, motivating performance improvements, or enhancing the fee process. Any changes to the plan will become effective consistent with the time frames outlined in the total available fee clause of the contract, or by mutual agreement of the parties. The Fee-Determining Official (FDO) approves all changes to the Plan, with

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the exception of administrative changes (e.g., changes in Performance Evaluators), which can be approved by the Award Fee Board (AFB) Chairperson.

**FEE STRUCTURE**

Total available fee consists of an award fee based on objective performance measures and an award fee based on a subjective evaluation. The total available fee pool is **\$5,967,627**, to be broken down as follows: The fee pool for Facilities is **\$2,231,560**, and for Life Extension 2 (LE2) is **\$3,736,067**. The Facilities measures can be found within its own PEMP (document SPRPMO 0468). For each evaluation period, the government and the contractor will mutually agree upon, or in the event an agreement cannot be reached, the government will unilaterally establish: the evaluation areas, individual requirements, and the allocation of fee. The contractor's performance relative to the evaluation areas identified in the objective measures (Attachment 2), and the subjective measures based on the evaluation areas listed in Attachment 4, determines the amount of fee earned. The method for arriving at this determination is described herein. The evaluation period represented in this document is April 1, 2024, through September 30, 2024.

In addition to evaluating the contractor's achievement of the measures and the subjective evaluation areas, the government will consider the impact of any material performance deficiencies in all areas of performance, regardless of whether a weight or fee has been specifically assigned. This includes, for example, marginal or unacceptable performance of work authorization directive (WAD) requirements; or less serious, but recurring or systemic, negative events. In evaluating the impact of performance deficiencies, the government will consider the timeliness and adequacy of corrective actions as well as the overall success of the contractor in exceeding the government's expectations.

The government expects the contractor to perform all contract work in a satisfactory manner. Therefore, if the contractor's performance is considered to be a less than satisfactory level of performance established in any area of contract performance, regardless of whether a weight or fee has been specifically assigned, the amount of otherwise earned fee may be reduced in whole or in part. In exercising this discretion, the government will consider the extent to which the unfavorable performance:

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- Posed a threat to the environment or the health and safety of workers or the public as defined by the Integrated Safety Management System as approved by the Department of Energy (DOE).
- Contributed to the occurrence of a catastrophic event such as a fatality or serious workplace-related injury or illness, hazardous material exposure exceeding regulatory limits, loss of control over classified material, or an event that causes significant damage to the environment.
- Jeopardized attainment of overall contract requirements, including essential mission requirements such as drawdown readiness.
- Increased the cost to the Government.

**AWARD-FEE COMPONENTS**

The amount of fee earned will be based on an assessment of the contractor's performance through September 30, 2024, relative to the measures contained in Attachment 2 and a subjective fee component in Attachment 3. Unearned fee will not be rolled over to any subsequent evaluation period but shall be forfeited. The AFB will also take into consideration any special accomplishments or deficiencies that may arise through this performance period. This information is received from the performance evaluators' assessment of the performance metrics set forth in the included measures and WADs. The method for determining earned fee is described below.

**EVALUATION CRITERIA**

**Performance Measures**

**1. Objective Fee Criteria**

The objective measures represent the outcomes DOE considers to be critical to the successful execution of the SPR mission. The objective measures are the core outcomes needed to achieve essential contract objectives. A fee is allocated to each measure. Notwithstanding the contractor's success in achieving the targets assigned to each measure, the final determination of fee

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will consider the extent to which material performance deficiencies (if any) occurred in any area of contract performance. In determining the amount of reduction to otherwise earned fee because of material performance deficiencies, due consideration will be given to the timeliness and adequacy of corrective actions as well as the overall success of the contractor in exceeding the government's expectations.

The contractor will continuously monitor performance toward all objective measures in the PEMP. A monthly, informal report of performance will be provided to DOE counterparts within the first five days of the new month. The report will be broken down by measure. Quarterly, a formal, roll-up report of overall contractor performance will be developed and transmitted to the DOE Contracting Officer during the first ten days of the new quarter. This report will be discussed in a formal meeting with DOE and contractor management. If at any point the contractor becomes aware that they are unlikely to achieve the requirements defined for the lowest target for any objective measure due to a performance deficiency within their control, that fact and any steps taken to mitigate the performance deficiency must be formally reported to the DOE Contracting Officer within ten days of discovery of the deficiency. If the contractor becomes aware that they are unlikely to achieve the requirements defined for the lowest target for any objective measure due to a deficiency or condition outside their control, they may formally request that DOE review the circumstances and may be granted dispensation for not meeting the measure based upon DOE's review. Such requests for dispensation must be transmitted to the DOE Contracting Officer within ten days of becoming aware of the problem.

If the contractor self-identifies a deficiency or condition within its control that will likely cause the contractor to miss a performance goal and provides a list of actions taken to mitigate the issue (or a plan deemed by DOE to be likely to result in mitigation) and subsequently misses the goal for that reason, the contractor may still earn some of the fee as determined by the Award Fee Board.

If the contractor does not self-identify any deficiency or condition within its control that will likely cause the contractor to miss a performance goal and DOE subsequently identifies an issue affecting the measure, even if the

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contractor subsequently makes the goal, the Award Fee Board may reduce the fee earned due to lack of communication of the condition or deficiency.

**2. Subjective Fee Criteria**

Each DOE Director may identify one or more desired outcomes to be addressed by the contractor during the PEMP cycle. Desired outcomes will become subjective measures in the PEMP. Desired outcomes may include improved performance in some narrowly defined area, development of new tools/approaches/processes that add value, or any other improvement that benefits the government. Desired outcomes will include elements as listed below:

- Definition: Each desired outcome will be succinctly defined as to the end product or condition and identify the period of evaluation (typically quarterly or annually).
- Metric(s): Each desired outcome will define the metric(s) to be used to track progress toward the desired outcome. Metrics should be trackable to the extent possible (such as counts or measurable improvements).
- Validation Method: Each director will identify the method to be used to validate performance. Validation activities should be formally documented using existing oversight methods and rely upon review of the contractor's self-assessment.
- Adjectival Table (AT): Each desired outcome will have its own AT which defines success for each specific desired outcome. The AT will have grading levels including Unsatisfactory, Satisfactory, Good, Very Good, and Excellent. Each category will define the level of performance for that category and provide a fractional fee modifier associated with the category. The fee modifier will be multiplied by the total fee allocated to the desired outcome in order to determine the final fee earned.

The contractor will continuously monitor performance toward all subjective measures in the PEMP. A monthly, informal report of performance will be provided to DOE counterparts within the first five days of the new month. The report will be broken down by measure. Quarterly, a formal, roll-up report of overall contractor performance will be developed and transmitted to the DOE Contracting Officer during the first ten days of the new quarter. This



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report will be discussed in a formal meeting with DOE and contractor management. If at any point the contractor becomes aware that they are unlikely to achieve the requirements defined performance below the satisfactory level defined for any subjective measure due to a performance deficiency within their control, that fact and any steps taken to mitigate the performance deficiency must be formally reported to the DOE Contracting Officer within ten days of discovery of the deficiency. If the contractor becomes aware that they are unlikely to achieve the requirements defined for the performance below the satisfactory level defined for any subjective measure due to a deficiency or condition outside their control, they may formally request that DOE review the circumstances and may be granted dispensation for not meeting the measure based upon DOE's review. Such requests for dispensation must be transmitted to the DOE Contracting Officer within ten days of becoming aware of the problem.

Desired Outcomes (Subjective Measures) can be found in Attachment 4 below.

**ROLES AND RESPONSIBILITIES**

- a. **Fee-Determining Official**. The FDO is the Deputy Assistant Secretary for the Office of Petroleum Reserves. The primary responsibilities of the FDO are to:
- Approve the PEMP and any significant changes.
  - Approve the amount of fee earned and payable for each evaluation period.
  - Notify the contractor of the amount of total fee earned during the evaluation period. This notification will identify specific areas of strengths and performance deficiencies.
- b. **Award Fee Board**. The AFB membership is set forth in Attachment 1. The primary responsibilities of the AFB are to:

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- Prepare and submit the PEMP, including any significant changes, for the approval of the FDO.
- Submit an AFB report to the FDO covering its findings regarding performance and recommendations for the determination of earned fee.

**c. Performance Evaluators.**

- Monitor and evaluate the contractor’s performance.
- Conduct monthly counterpart meetings with the contractor to provide feedback on performance.
- Develop quarterly reports of contractor performance in conjunction with the Performance Management Coordinator to be submitted to the AFB.
- Submit reports to the AFB covering the evaluation of the contractor’s performance.
- Recommend, as appropriate, changes to this plan.

**d. Performance Management Coordinator.**

- Develops the PEMP with consultation from the AFB and the Contracting Officer.
- Prepares a letter for the FDO for notification to the contractor of the amount of fee that has been earned for an evaluation period.
- Coordinates Reviews of proposed performance measures and performance evaluation information in conjunction with DOE Legal and DOE Contracts.
- Prepares the agenda and manages the quarterly AFB meetings.

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**e. Contracting Officer.**

- Assures appropriate coordination of performance expectations and evaluation criteria with Headquarters and policy organizations.
- Submits the PEMP to Headquarters Office of Acquisition Management for approval.
- Negotiates award fee amounts.
- Forwards the approved PEMP or evaluation criteria to the contractor through a contract modification.
- Provides technical direction to the contractor.
- Participates in quarterly AFB meetings.

**AWARD FEE PROCESS**

Performance reviews will be conducted on a schedule as defined in the latest revision of SPRPMO O 210.2, *SPRPMO Performance Measurement Order*. Formal feedback of strengths and weaknesses will be documented and provided on a quarterly basis by the performance evaluators while a formal fee evaluation and determination by the AFB will be completed at the end of the evaluation cycle and recommended to the FDO.

The evaluation cycle consists of a yearlong evaluation period or may provide for multi-year incentive. During the evaluation period, DOE and FFPO counterparts will meet monthly to discuss performance and review the contractor's self-assessment reports. The AFB will meet with the contractor quarterly to address the contractor's progress, any changes in goals and priorities, any serious problems or issues requiring resolution, and the results of the contractor's self-assessment process. The AFB, including the Contracting Officer and Performance Evaluation Coordinator, will attend these meetings. Staff members, who provide input to the

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performance evaluators, are also invited to attend. The Executive Secretary to the AFB will provide a schedule for these quarterly progress meetings.

- The contractor will perform at the satisfactory level in all areas of performance regardless of whether a measure or fee has been assigned. If the contractor's performance is determined to be less than the minimum level of performance, earned fee may be reduced consistent with "Conditional Payment of Fee, Profit and Other Incentives – Facility Management Contract's clause (DEAR 970.5215- 3)."

In applying these standards, the government will consider any mitigating factors presented by the contractor. Such factors must have directly and materially affected the contractor's ability to achieve the specified standard and must be beyond the control and responsibility of the contractor.

The contractor's performance, as a whole, for all evaluation periods will be a factor in considering the exercise of any contract option.

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<b>Key Contract Objectives</b>	<b>Fee Percentage</b>	<b>Fee Allocation</b>
<b>LE2 Objective Performance Pool</b>	80%	\$2,988,854
<b>LE2 Subjective Performance Pool</b>	20%	\$747,213
<b>LE2 Subtotal</b>	<b>100%</b>	<b>\$3,736,067</b>

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**ATTACHMENT 1**

**AWARD FEE BOARD MEMBERSHIP**

Chairperson: Project Manager  
Strategic Petroleum Reserve

Members: SPR Program Office Representative

Federal Project Director  
Life Extension 2

Assistant Project Manager\*  
Management and Administration

Assistant Project Manager  
Maintenance and Operations

Assistant Project Manager  
Systems and Projects

Assistant Project Manager  
Technical Assurance

Ex-officio Member: Director  
Acquisition and Sales Division

Executive Secretary: Performance Management Coordinator

General Attorney: Office of Chief Counsel  
Serves in an Advisory capacity to the AFB

\* REPRESENTS THE CHIEF FINANCIAL OFFICER

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**ATTACHMENT 2**

**PERFORMANCE FEE PLAN  
PERFORMANCE MEASURES**

For any completed measure that is validated to have fallen between the Target and Stretch Target range, the fee percentage will be subject to linear interpolation in calculating the fee. If a fee calculation cannot be reached using linear interpolation, then the calculation will be made by the Award Fee Board, with approval of the Chairperson.

<b>Key Contract Objectives</b>	<b>Effectiveness and Efficiency Measures</b>	<b>Execution Targets</b>	<b>Fee Percentage</b>	<b>Fee Allocation</b>
<b>Safety Leadership</b>	For each SPR Site, where active LE2 Subcontractor work is performed, Conduct and Document Daily Field S&H Oversight of Contractor Safe Work Practices.  Communicate deficiencies, Corrective Actions, and Observation Trends weekly in the Weekly SH&EP Report and LE2 Weekly Meeting.	<p><b>Stretch Target:</b> 5 per calendar week with LE2 M&amp;O Safety Participation at each weekly meeting to discuss corrective actions and observations.</p> <p>If &gt;2% of the weeks are missed (1 or more) with no credible exception (work cancelled, not scheduled for the whole week), miss the annual measure.</p>	<p><b>Stretch Target:</b> 10%</p>	<p><b>Stretch Target:</b> \$373,607</p>
		<p><b>Target:</b> 4 per calendar week with LE2 M&amp;O Safety Participation at each weekly meeting to discuss corrective actions and observations.</p>	<p><b>Target:</b> 5%</p>	<p><b>Target:</b> \$186,803</p>

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Key Contract Objectives	Effectiveness and Efficiency Measures	Execution Targets	Fee Percentage	Fee Allocation
<b>Safety Leadership (Continued)</b>	Observations will be conducted by any M&O LE2 Construction Management Team (CMT) member, including assigned Safety Professionals. Observations are documented, tracked and reported as in FY 2023	If >2% of the weeks are missed (1 or more) with no credible exception (work cancelled, not scheduled for the whole week), miss the annual measure.		
<b>First Time Quality</b>	Prime Contractor provides governance of subcontractor welding performance by monitoring First Time Quality (FTQ).  Weld Acceptance rate of "X" %.  Cumulative measure reported quarterly.	<b>Stretch Target:</b> 95% FTQ	<b>Stretch Target:</b> 10%	<b>Stretch Target:</b> \$373,607
		<b>Target:</b> 90% FTQ	<b>Target:</b> 5%	<b>Target:</b> \$186,803
<b>Cost Control for Construction Subcontracts Cost Management</b>	The total value of Construction Subcontracts that are closed within the FY shall not exceed X% of initial contract award value:	<b>Stretch Target:</b> 107% of initial contract award value  Does not include changes driven by additional approved Scope, Force Majeure, and Differing Site Conditions, and Directed Changes such as the emergency oil sales	<b>Stretch Target:</b> 11%	<b>Stretch Target:</b> \$410,967



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Key Contract Objectives	Effectiveness and Efficiency Measures	Execution Targets	Fee Percentage	Fee Allocation
<b>Cost Control for Construction Subcontracts Cost Management (Continued)</b>		<p><b>Target:</b> 110% of initial contract award value</p> <p>Does not include changes driven by additional approved Scope, Force Majeure, and Differing Site Conditions, and Directed Changes such as the emergency oil sales</p>	<p><b>Target:</b> 7%</p>	<p><b>Target:</b> \$261,525</p>
<b>Cost Control for Government Furnished Property Cost Management</b>	The total value of GFP Purchase Orders that are closed within the FY shall not exceed X% of initial contract award value:	<p><b>Stretch Target:</b> 103% of initial contract award value</p> <p>Does not include changes driven by additional approved Scope, Force Majeure, and Differing Site Conditions, and Directed Changes such as the emergency oil sales</p>	<p><b>Stretch Target:</b> 11%</p>	<p><b>Stretch Target:</b> \$410,967</p>

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Key Contract Objectives	Effectiveness and Efficiency Measures	Execution Targets	Fee Percentage	Fee Allocation
<b>Cost Control for Government Furnished Property Cost Management (Continued)</b>		<b>Target:</b> 105% of initial contract award value  Does not include changes driven by additional approved Scope, Force Majeure, and Differing Site Conditions, and Directed Changes such as the emergency oil sales	<b>Target:</b> 7%	<b>Target:</b> \$261,525
<b>Schedule Adherence: Construction Support</b>	<ul style="list-style-type: none"> <li>• Respond to S1 and S2 technical submittals within "X" working days of receipt.</li> <li>• Respond to RFIs within "X" working days of receipt.</li> </ul>	<b>Stretch Target:</b> Respond to S1/S2/RFIs within 5 days	<b>Stretch Target:</b> 10% (5% for submittals and 5% for RFIs)	<b>Stretch Target:</b> \$373,607
		<b>Target</b> Respond to S1/S2/RFIs within 10 days	<b>Target:</b> 5% (2.5% for submittals and 2.5% for RFIs)	<b>Target</b> \$186,803

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Key Contract Objectives	Effectiveness and Efficiency Measures	Execution Targets	Fee Percentage	Fee Allocation
<b>LE2 Deliverables:            Commissioning Plan and Procedure for BM, LE2 Construction Project Data Sheet, and Schedule Risk Analysis</b>	Provide the Commissioning Plan and Procedure(s) as defined in AAA 9020.1248, LE2 Construction Management Procedures Manual for BM  Provide updated LE2 Construction Project Data Sheet for the FY 2026 Congressional Budget Justification  Provide the LE2 Comprehensive Estimate at Completion and Schedule Risk Analysis	<p style="text-align: center;"><b>Target</b></p> Commissioning Plan and Procedure(s) no later than August 1, 2024 for BM Construction Project Data Sheet provided no later than September 1, 2024, and the Comprehensive Estimate at Completion and Schedule Risk Analysis no later than September 30, 2024.	<p style="text-align: center;"><b>Target:</b></p> 4%	<p style="text-align: center;"><b>Target</b></p> \$149,443

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Key Contract Objectives	Effectiveness and Efficiency Measures	Execution Targets	Fee Percentage	Fee Allocation
<p><b>Master Project Milestone Schedule Adherence.</b></p>	<p>Complete all Level 1 and Level 2 Milestones by the schedule date.</p> <p>Additionally, meet Level 3 milestones by end of the performance period end and at least within 30 days of the scheduled date. Additionally, complete all Level 3 milestones that have a completion date on or before September 30, 2024.</p>	<p><b>Stretch Target:</b>            Meet 100% of Level 1 and Level 2 Milestones by the scheduled date.</p> <p>Additionally, Complete at least 90% of all Level 3 milestones by the end of the performance period and at least 85% within 30 days of the scheduled date. Additionally, complete all Level 3 milestones that have a completion date on or before September 30, 2024.</p>	<p><b>Stretch Target:</b>            19%</p>	<p><b>Stretch Target:</b>            \$709,853</p>

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Key Contract Objectives	Effectiveness and Efficiency Measures	Execution Targets	Fee Percentage	Fee Allocation
<b>Master Project Milestone Schedule Adherence.            (Continued)</b>		<p><b>Target:</b>            Meet 100% of Level 1 and Level 2 Milestones by the scheduled date.</p> <p>Additionally,            Complete at least 85% of all Level 3 milestones by the end of the performance period and at least 80% within 30 days of scheduled date.</p> <p>Additionally,            complete all Level 3 milestones that have a completion date on or before September 30, 2024.</p>	<p><b>Target:</b>            8%</p>	<p><b>Target:</b>            \$298,885</p>

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<b>Key Contract Objectives</b>	<b>Effectiveness and Efficiency Measures</b>	<b>Execution Targets</b>	<b>Fee Percentage</b>	<b>Fee Allocation</b>
<b>CoreWorx Migration to SPR SharePoint</b>	All data from LE2 contracts will be migrated from CoreWorx to SPR SharePoint within 60 days of the contract closeout.	<b>Target</b> All CoreWorx Data from LE2 Projects will be migrated from CoreWorx to SPR SharePoint within 60 days of contract closeout.	<b>Target</b> 5%	<b>Target</b> \$186,803

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**ATTACHMENT 3**

**SUBJECTIVE MEASURE GRADING TABLE  
 (FAR 16.401)**

<b>AWARD-FEE ADJECTIVAL RATING</b>	<b>AWARD-FEE POOL AVAILABLE TO BE EARNED</b>	<b>DESCRIPTION</b>
Excellent	91%-100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Very Good	76%-90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Good	51%-75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Satisfactory	No Greater Than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.



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**ATTACHMENT 4**

**SUBJECTIVE FEE EVALUATION AREAS**

Subjective fee will be determined by DOE by reviewing the monthly and quarterly contractor self-assessment reports, monitoring the metrics, and applying the validation techniques to arrive at a score for each subjective measure. The score will be categorized according to the adjectival table for each measure and the corresponding fee modifier will be applied. Gradings will be as follows:

- EXCELLENT
- VERY GOOD
- GOOD
- SATISFACTORY
- UNSATISFACTORY

<b>Criteria Description</b>	<b>Evaluation Criteria</b>
<p><b><u>LE2 2024-1 Management of the LE2 Project: (5%) – \$186,803</u></b> Ensure that the Management of the LE2 Project is appropriate for a project of this size, importance, and complexity. To properly manage a project like LE2 the management actions below should be followed:</p> <ul style="list-style-type: none"> <li>• Problem areas are resolved before they impact project cost and schedule.</li> <li>• Design changes are managed effectively to minimize the impact to project cost and schedules.</li> <li>• Senior Management is active in driving initiatives that will enhance management practices devoted to the program.</li> <li>• Demonstrate proactive communication with all stakeholders to identify and resolve project issues before they impact productivity.</li> <li>• Demonstrate effective subcontract management, including award of subcontracts as scheduled, inclusion of all requirements and subcontractor audits. Contractor will monitor subcontractor performance to ensure compliance with</li> </ul> <p>(Continued on the next page)</p>	<p>Subjective Measure Validation: DOE personnel will attend pertinent meetings, observe field activities, and review contract change documentation. Constructive feedback regarding the LE2 Project’s Management Practices will be provided using DOE Routine Surveillance Reports, Observation Reports, On-Site Management Reviews, DOE Weekly Reports, and Monthly Self-Assessment Reviews.</p> <p>Adjectival Table:</p> <ul style="list-style-type: none"> <li>• <u>Unsatisfactory</u>: 15 or more documented instances (using the methods described above) of Management failures during the performance period (<b>Fee Modifier 0.0</b>)</li> <li>• <u>Satisfactory</u>: From 10 to 14 documented instances of Management failures during the performance period (<b>Fee Modifier 0.01 to 0.50</b>)</li> <li>• <u>Good</u>: From 7 to 9 documented instances of Management failures during the performance period (<b>Fee Modifier 0.51 to 0.75</b>)</li> <li>• <u>Very Good</u>: From 4 to 6 documented instances of Management failures during the performance period (<b>Fee Modifier 0.76 to 0.90</b>)</li> <li>• <u>Excellent</u>: From 0 to 3 documented instances of Management failures during the performance period (<b>Fee Modifier 0.91 to 1.00</b>)</li> </ul>

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LIFE EXTENSION 2  
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<b>Criteria Description</b>	<b>Evaluation Criteria (Includes but Not Limited To)</b>
<p><b><u>LE2 2024-1 Management of the LE2 Project:</u> (Continued)</b></p> <p>all requirements including but not limited to small business subcontracting plans, Buy American Act, Cargo Preference Act and applicable labor statutes.</p> <ul style="list-style-type: none"> <li>• Management ensures that Lessons Learned are integrated into planning when applicable.</li> <li>• Management ensures compliance with DOE Orders and Directives and FFPO Procedures.</li> <li>• Management is responsible in selecting, retaining, supporting, and replacing Key Personnel.</li> </ul> <p>Metric: Required elements defined above are communicated and documented in LE2 Weekly Progress Meetings, LE2 Project Reviews, Counterpart Meetings and Monthly Self-Assessments.</p>	
<p><b><u>LE2 2024-2 LE2 Quality Program:</u> (5%) – \$186,803</b></p> <p>Ensure the LE2 Quality Program is sufficient to manage the complexities of the LE2 project and will guide the Project to a positive outcome. To determine if the LE2 Quality Program is sufficient the elements below should be followed:</p> <ul style="list-style-type: none"> <li>• Compliance with the Quality Assurance procedures and the LE 2 Construction Management Procedures.</li> <li>• Products and services meet contractual quality requirements.</li> <li>• Analyses Non-Conformance Reports are accurate and effectively communicated.</li> </ul> <p>(Continued on the next page)</p>	<p>Subjective Measure Validation: DOE personnel will attend pertinent meetings and observe field activities. Constructive feedback regarding the LE2 Project’s Quality Program will be provided using DOE Routine Surveillance Reports, Observation Reports, On-Site Management Reviews, DOE Weekly Reports, and Monthly Self-Assessment Reviews.</p> <p>Adjectival Table:</p> <ul style="list-style-type: none"> <li>• <b>Unsatisfactory:</b> 12 or more documented instances (using the methods described above) of a failure in the Quality Program during the performance period <b>(Fee Modifier 0.0)</b></li> <li>• <b>Satisfactory:</b> From 9 to 12 documented instances of a failure in the Quality Program during the performance period <b>(Fee Modifier 0.01 to 0.50)</b></li> <li>• <b>Good:</b> From 7 to 9 documented instances of a failure in the Quality Program practices during the performance period <b>(Fee Modifier 0.51 to 0.75)</b></li> <li>• <b>Very Good:</b> From 4 to 6 documented instances of a failure in the Quality Program during the performance period <b>(Fee Modifier 0.76 to 0.90)</b></li> </ul>

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<p><b><u>LE2 2024-2 LE2 Quality Program:</u></b> <b>(Continued)</b></p> <p>Metric: Required elements defined above are communicated and documented in LE2 Weekly Progress Meetings, LE2 Project Reviews, Counterpart Meetings and Monthly Self-Assessments.</p>	<ul style="list-style-type: none"> <li>• <u>Excellent:</u> From 0 to 3 documented instances of a failure in the Quality Program during the performance period <b>(Fee Modifier 0.91 to 1.00)</b></li> </ul>
<p><b><u>LE2 2024-3 LE2 Health and Safety Program: (6%) – \$224,164</u></b></p> <p>Ensure that the LE2 Safety and Health Program is proactive in its safety monitoring of the LE2 project. To determine if the LE2 Safety and Health Program is sufficient the elements below should be followed:</p> <ul style="list-style-type: none"> <li>• Proactively monitor the LE 2 project and provide Safety and Health oversight of subcontractor Safety and Health plans and programs, adherence to SPR applicable Accident Prevention Manual (APM) sections, subcontract language and special subcontract provisions.</li> <li>• Identify, report, and immediately address Safety and Health issues and concerns.</li> </ul> <p>Metric: Required elements defined above are communicated and documented in LE2 Weekly Progress Meetings, LE2 Project Reviews, Counterpart Meetings, and Monthly Self-Assessments.</p>	<p>Subjective Measure Validation: DOE personnel will attend pertinent meetings and observe field activities. Constructive feedback regarding the LE2 Project’s Health and Safety Program will be provided using DOE Routine Surveillance Reports, Observation Reports, On-Site Management Reviews, DOE Weekly Reports, and Monthly Self-Assessment Reviews.</p> <p>Adjectival Table:</p> <ul style="list-style-type: none"> <li>• <u>Unsatisfactory:</u> 13 or more documented instances (using the methods described above) of a DOE identified deficiencies in the Health and Safety Program during the performance period <b>(Fee Modifier 0.0)</b></li> <li>• <u>Satisfactory:</u> From 10 to 12 documented instances of DOE identified deficiencies in the Health and Safety Program during the performance period <b>(Fee Modifier 0.01 to 0.50)</b></li> <li>• <u>Good:</u> From 7 to 9 documented instances of DOE identified deficiencies in the Health and Safety Program during the performance period <b>(Fee Modifier 0.51 to 0.75)</b></li> <li>• <u>Very Good:</u> From 4 to 6 documented instances of DOE identified deficiencies in the Health and Safety Program during the performance period <b>(Fee Modifier 0.76 to 0.90)</b></li> <li>• <u>Excellent:</u> From 0 to 3 documented instances of DOE identified deficiencies in the Health and Safety Program during the performance period <b>(Fee Modifier 0.91 to 1.00)</b></li> </ul>

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<b>Criteria Description</b>	<b>Evaluation Criteria (Includes but Not Limited To)</b>
<p><b><u>CONTRACTS: 4%</u></b></p> <p><b><u>A&amp;SD 2024-4, Procurement: (4%) – \$149,443</u></b> Ensure procurement is in full compliance with approved purchasing procedures, statutes, regulations, or contract terms and condition.</p> <p>Compliance is measured by the following standards:</p> <ul style="list-style-type: none"> <li>• Acquisition of quality products and services at fair and reasonable prices using techniques identified within FAR 15.404-1.</li> <li>• Use of capable and reliable subcontractors.</li> <li>• Minimization of acquisition lead-time and administrative costs of purchasing as calculated by the FY 2024 BSCSA.</li> <li>• Use of competitive techniques as identified within FAR 6.102 as calculated by the FY 2024 BSCSA.</li> <li>• Reduction of performance risks associated with subcontractors, and facilitation of quality relationships which can include techniques such as partnering agreements, ombudsmen, and alternative dispute procedures.</li> <li>• Use of self-assessment and benchmarking techniques to support continuous improvement in purchasing provided monthly to the cognizant DOE official.</li> <li>• Maintenance of professional and ethical standards.</li> <li>• Audits of file documentation appropriate to the value of the purchase and which is adequate to establish the propriety of the transaction and the price paid.</li> </ul> <p style="text-align: center;">(Continued on the next page)</p>	<p>Validation: DOE CO will document findings of each significant weakness of standards within Management Appraisals, consent packages, monthly reviews, or during quarterly reviews.</p> <p>A significant weakness is defined as:</p> <ul style="list-style-type: none"> <li>• one or more of the applicable standards are not met</li> <li>• there are no compensating factors to reduce the impact on effectiveness, and</li> <li>• resulting deficiencies seriously degrade effectiveness.</li> </ul> <p>Adjectival Table:</p> <ul style="list-style-type: none"> <li>• <u>Unsatisfactory</u>: A rating of 64% or lower. <b>(Fee Modifier 0.0)</b></li> <li>• <u>Satisfactory</u>: A rating of 65%-74%. <b>(Fee Modifier 0.01 to 0.50)</b></li> <li>• <u>Good</u>: A rating of 75%-84%. <b>(Fee Modifier 0.51 to 0.75)</b></li> <li>• <u>Very Good</u>: A rating of 85%-94%. <b>(Fee Modifier 0.76 to 0.90)</b></li> <li>• <u>Excellent</u>: A rating of 95% or greater. <b>(Fee Modifier 0.91 to 1.00)</b></li> </ul>

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<p><b><u>CONTRACTS</u> (Cont'd)</b></p> <ul style="list-style-type: none"> <li>Maximization of opportunities for small business, HUBZone small business, small, disadvantaged business, and woman-owned small business concerns to participate in contract performance.</li> </ul> <p>Metric: Quarterly reviews indicate Purchasing System trending, and the final Adjectival rating shall be based upon the cumulative performance period metrics of standards averaged.</p>	